UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

MELANIE BRASSFIELD,	) **Case No.:**
Plaintiff,	)
v.	)
CREDIT ACCEPTANCE CORPORATION,	) **JURY TRIAL DEMANDED**
Defendant.	)

COMPLAINT

MELANIE BRASSFIELD ("Plaintiff"), by and through her attorneys, KIMMEL & SILVERMAN, P.C., alleges the following against CREDIT ACCEPTANCE CORPORATION ("DEFENDANT"):

INTRODUCTION

1. Plaintiff's Complaint is based on the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* ("FDCPA") and the Telephone Consumer Protection Act 47 U.S.C. § 227 *et seq*. ("TCPA").

JURISDICTION AND VENUE

2. This Court's jurisdiction arises under 15 U.S.C. § 1692k(d), which states that such actions may be brought and heard before "any appropriate United States District Court without regard to the amount in controversy," and 28 U.S.C. § 1331,

which grants this Court original jurisdiction of all civil actions arising under the laws of the United States.

3. Defendant regularly conducts business in the State of Tennessee, therefore personal jurisdiction is established.

4. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2).

PARTIES

2. Plaintiff is a natural person residing in Clarksville, Tennessee 37042.

3. Plaintiff is a "consumer" as that term is defined by 15 U.S.C. § 1692a(3).

4. Plaintiff is a "person" as that term is defined by 47 U.S.C. § 153(39).

5. Defendant is a corporation with its principal place of business located at 25505 West 12 Mile Road, Suite 3000, Southfield, Michigan 48034.

6. Defendant is a "person" as that term is defined by 47 U.S.C. § 153(39).

7. Defendant is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6), and repeatedly contacted Plaintiff in an attempt to collect a debt.

8. Defendant acted through its agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

FACTUAL ALLEGATIONS

9. Plaintiff has a cellular telephone number.

10. Plaintiff has only used this number as a cellular telephone number.

11. Between September 2015 and February 2016, Defendant placed repeated harassing telephone calls to Plaintiff.

12. When contacting Plaintiff on her cellular telephone, Defendant used an automatic telephone dialing system.

13. The automated calls began with a noticeable delay before speaking to one of Defendant's representatives.

14. Defendant's telephone calls were not made for "emergency purposes;" rather, Defendant was attempting to collect a balance on her auto loan.

15. During the month of October 2015, Plaintiff spoke with Defendant and revoked any consent that may have been given to Defendant to call her cellular telephone number.

16. Plaintiff also told Defendant that she was unemployed and could not afford to make any payments.

17. Defendant proceeded to ignore Plaintiff's revocation and continued to call her cellular telephone.

DEFENDANT VIOLATED THE FAIR DEBT COLLECTION PRACTICES ACT

COUNT I

18. Defendant's conduct, as detailed in the preceding paragraphs, violated 15 U.S.C. §§ 1692d and 1692d(5).

a. A debt collector violates § 1692d of the FDCPA by engaging in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt.

b. A debt collector violates § 1692d(5) of the FDCPA by causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number.

c. Here, Defendant violated §§ 1692d and 1692d(5) of the FDCPA when it placed repeated and continuous harassing telephone calls to Plaintiff and when it continued calling Plaintiff's cellular phone after being told to stop.

DEFENDANT VIOLATED THE
TELEPHONE CONSUMER PROTECTION ACT

COUNT II

19. Plaintiff incorporates the forgoing paragraphs as though the same were set forth at length herein.

20. Defendant placed multiple telephone calls to Plaintiff's cellular phone.

21. Defendant initiated multiple automated telephone calls to Plaintiff's cellular telephone using a prerecorded voice.

22. Defendant's calls to Plaintiff were not made for emergency purposes.

23. Defendant's calls to Plaintiff, in and after Plaintiff revoked consent in October 2015, were not made with Plaintiff's prior express consent.

24. Defendant's acts as described above were done with malicious, intentional, willful, reckless, wanton and negligent disregard for Plaintiff's rights under the law and with the purpose of harassing Plaintiff.

25. The acts and/or omissions of Defendant were done unfairly, unlawfully, intentionally, deceptively and fraudulently and absent bona fide error, lawful right, legal defense, legal justification or legal excuse.

26. As a result of the above violations of the TCPA, Plaintiff has suffered the losses and damages as set forth above entitling Plaintiff to an award of statutory, actual and trebles damages.

WHEREFORE, Plaintiff, MELANIE BRASSFIELD, respectfully prays for a judgment as follows:

a. All actual damages suffered pursuant to 15 U.S.C. §1692k(a)(1);

b. Statutory damages of $1,000.00 for the violation of the FDCPA pursuant to 15 U.S.C. §1692k(a)(2)(A);

c. All reasonable attorneys' fees, witness fees, court costs and other litigation costs incurred by Plaintiff pursuant to 15 U.S.C. §1693k(a)(3);

d. Statutory damages of $500.00 per telephone call in violation of the TCPA pursuant to 47 U.S.C. § 227(b)(3)(B);

e. Statutory damages of up to $1,500 for each call in violation of the TCPA, pursuant to 47 U.S.C. §§ 227(c)(5)(B) and 227(c)(5)(C), which permits the Court in its discretion to award such damages if it finds that Defendant willfully or knowingly violated the TCPA; and

f. Any other relief deemed appropriate by this Honorable Court.

DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE that Plaintiff, MELANIE BRASSFIELD, demands a jury trial in this case.

Respectfully submitted,

Dated: September 13, 2016 By: /s/ Amy L. Bennecoff Ginsburg, Esq.

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